BILLS AND NOTES—MATERIAL ALTERATION.—In an action by the indorsee of a note made by M and S, M defended on the ground that there had been a material alteration of the principal amount and that an interest clause had been added; plaintiff attempted to meet this by proving that the alteration caused the note to conform to the terms of the contract. *Held,* a material alteration avoids a note, even though, as altered, the note does conform to the contract. *Merritt* v. *Dewey* (1905), — Ill. —, 75 N. E. Rep. 1066.

In the States where the negotiable instrument law is in force a change in the sum payable, either interest or principal, is a material alteration of the contract, which will avoid the instrument except as against a party who has made or assented to the alteration. *Hoffman* v. *Planters Bank,* 99 Va. 480; *Bank* v. *Chisholm,* 169 Pa. St. 564. A holder in due course may enforce the instrument according to its original tenor. *Colonial National Bank* v. *Duerr,* 95 N. Y. Supp. 810; *Bank* v. *Snow,* 187 Mass. 159; *Schwartz & Sons* v. *Wilmer,* 90 Md. 136. This latter rule is not generally in force where the negotiable instruments law has not been adopted. *Eckert* v. *Pickel,* 59 Ia. 545; *Schwartz & Sons* v. *Wilmer,* supra; *Morrison* v. *Garth,* 78 Mo. 434; *Bank* v. *Stowell,* 123 Mass. 196; *Hurlbut* v. *Hall,* 39 Neb. 889. The balance, however, is declaratory of the rule of the law merchant. *Kelly* v. *Trumble,* 74 Ill. 428; *Walsh* v. *Hunt,* 120 Cal. 46; *Hewins* v. *Cargill,* 67 Me. 554; *Searles* v. *Seipp,* 6 S. D. 472; *Bank* v. *Novich,* 89 Tex. 381; *Batchelder* v. *White,* 80 Va. 103. And this even though the alteration was to make the instrument conform to the terms of the contract. *Kelly* v. *Trumble,* 74 Ill. 428; contra, *Wallace* v. *Tice,* 32 Ore. 283.

COMMON CARRIERS—DUTY TO NOTIFY PASSENGER OF ARRIVAL AT HIS DESTINATION—MUST AWAKEN SLEEPING PASSENGER IF HIS DESTINATION IS KNOWN.—Plaintiff, a passenger in a crowded day coach on defendant's train, was asleep when it arrived at his destination and did not hear the announcement of the name of the station, remaining on board some fifteen minutes after the train had stopped. As he stepped from the car, just after the train had started up again, he was struck and injured by an ax handle in the hands of the conductor who was defending himself against an assault. *Held,* that inasmuch as defendant's servants, knowing that plaintiff's destination had been reached, failed to awaken and acquaint him of that fact, the relation of carrier and passenger had not terminated at the time of the assault (GRANT, J., dissenting). *Bass* v. *Cleveland C., C. & St. L. Ry. Co.* (1905), — Mich. —, 105 N. W. Rep. 151.

The majority opinion does not disclose just how the conductor or brakeman became chargeable with knowledge of the fact that the train had reached plaintiff's destination, and the dissenting opinion denies that the conductor had such knowledge. Possibly the only knowledge that the conductor had was the name printed on plaintiff's ticket, or the fact that he had just taken up a check which he had given the plaintiff in exchange for his ticket. The decision seems to be contrary to the decided weight of authority. The general rule is, it is true, that the relation of carrier and passenger does not terminate until the passenger has had a reasonable time to alight from the